

**DEFAULT
NO CHILDREN**

DEFAULT

You may be granted a Divorce without your spouse if it has been more than 30 days since he/she was served with the Petition and no Response has been filed with the Court. You may request a Default Judgment and Final Decree of Dissolution of Marriage by doing the following:

1. Complete an Affidavit as to Respondent's Failure to Plead or Otherwise Defend:
 - a. Your Affidavit must include a certificate verifying your spouse's active duty military status which you can obtain online at:
https://dmdc.osd.mil/appj/scra/single_record.xhtml
 - b. Complete the Affidavit and attach the Certificate obtained from the website.
2. Submit the following to the Domestic Relations Clerks Office:
 - a. Affidavit as to Respondent's Failure to Plead or Otherwise Defend with attached Certificate As to the State of the Record
 - b. Blank Certificate as to the State of the Record
 - c. One (1) self-addressed stamped envelope (the clerk will return a completed Certificate back to you)
3. You must wait to receive the completed Certificate as to the State of the Record from the Clerk.
 - a. Attach this Certificate to the Application for Default Judgment and Final Decree of Dissolution of Marriage
4. Complete the following forms that are in the packet:
 - a. Proposed Marital Settlement Agreement (must be signed in front of a Notary Public)
 - b. Proposed Final Decree of Dissolution of Marriage (must be signed in front of a Notary Public)

THE FOLLOWING DOCUMENTS ARE MANDATORY IF THERE ARE CHILDREN UNDER 18 OR UNDER THE AGE OF 19 AND ATTENDING HIGH SCHOOL:

- a. Proposed Custody Plan (must be signed in front of a Notary Public)
- b. Proposed Child Support Obligation (must be signed in front of a Notary Public)
 - Child Support Worksheet A or B must be attached to this form (to determine if you will use Worksheet A or B please refer to enclosed Child Support Guidelines)
- c. Proposed Wage Withholding Order (mandatory)

5. Prepare your forms for filing: Make two (2) sets of copies of the each form listed above. Sort each document according to title (as listed above on step 1), placing the original on top of its copies and paper clip them together. For example: Place the original Marital Settlement Agreement on top of its stapled copies and then paper clip them together. **NOTE: The Domestic Relations Clerk can make copies for a cost of \$.35 cents per page.**
6. Submit your originals and copies to the Domestic Relations Clerks Office, Room 240, Second Floor, between 8:00 a.m. to 5:00 p.m. located at the Second Judicial District Court, 400 Lomas, NW, Albuquerque, NM 87102 as follows:
 - a. Application for Default Judgment and Final Decree of Dissolution of Marriage and;
 - b. Proposed forms as listed in step four (4)
7. Return to the Domestic Relations Clerks Office within seven (7) to ten (10) business days to pick up your Final Decree and all other documents. The Court may sign the Final Decree of Dissolution of Marriage without further notice, or it may order you and your spouse to appear for a hearing. If the Final Decree has been approved and signed by the judge, the clerk will file your originals and endorse your copies. Your endorsed copies are a record that your divorce is final.

WARNING: ONCE THE COURT SIGNS AND FILES THE FINAL DECREE OF DISSOLUTION OF MARRIAGE, YOUR DIVORCE WILL BE FINAL, AND THE TERMS OF THE MARITAL SETTLEMENT AGREEMENT (AND THE CUSTODY PLAN AND CHILD SUPPORT OBLIGATION) WILL BE BINDING ON BOTH PARTIES!

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT

_____,
Petitioner,

v.

No. _____

_____,
Respondent.

**AFFIDAVIT AS TO RESPONDENT'S
FAILURE TO PLEAD OR OTHERWISE DEFEND**
(domestic relations actions)

I, _____ (Petitioner), affirm under penalty of perjury under the laws of the State of New Mexico that the following statements are true and correct:

(1) I am the Petitioner, and I submit this Affidavit to show that Respondent has failed to file an answer or otherwise respond to the Petition For Dissolution of Marriage that I filed on _____.

(2) Petitioner was served as follows (*choose and complete one*):

☐ As shown by the Affidavit of Service filed on _____,
Respondent was personally served on _____.

(*Or*)

☐ As shown by the Affidavit of Publication filed on _____,
Respondent was served by publication.

(3) Respondent has not filed an answer, motion, or otherwise responded, and more than thirty (30) days have passed since Respondent was served with the Summons and Petition for Dissolution of Marriage.

(4) Upon information and belief, Respondent is not in the military service of the United States and is not an infant or incompetent person. I have attached a certificate verifying Respondent's active duty status.

WHEREFORE, Petitioner asks the Clerk of this Court to certify Respondent's Default.

Signature

Name (printed)

Address

Telephone number

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT

_____,
Petitioner,

v.

No. _____

_____,
Respondent.

CERTIFICATE AS TO THE STATE OF THE RECORD
(domestic relations actions)

I, _____, Clerk of the District Court of the Second Judicial District in Bernalillo County, New Mexico, pursuant to the Affidavit as to Respondent's Failure to Plead or Otherwise Defend on file herein, certify as follows:

(1) The Petition for Dissolution of Marriage was filed on _____.

(2) Petitioner was served as follows (*choose and complete one*):

☐ As shown by the Affidavit of Service filed on _____,
Respondent was personally served on _____.

(Or)

☐ As shown by the Affidavit of Publication filed on _____,
Respondent was served by publication.

(3) Respondent has not filed an answer, motion, or otherwise responded, and more than thirty (30) days have passed since Respondent was served with the Summons and Petition for Dissolution of Marriage.

WHEREFORE, I, _____, hereby certify Respondent's default.

Clerk of the District Court

By: _____
Deputy Clerk

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT

_____,
Petitioner,

v.

No. _____

_____,
Respondent.

**APPLICATION FOR DEFAULT JUDGMENT
AND FINAL DECREE OF DISSOLUTION OF MARRIAGE**

Petitioner applies for entry of judgment by default against Respondent and in support of the application states:

(1) The statements in the Affidavit as to Respondent's Failure to Plead or Otherwise Defend are included here by reference.

(2) As shown by the Certificate as to the State of the Record filed in this case on _____, the Clerk of this Court has certified Respondent's default.

WHEREFORE, Petitioner applies to the Court for entry of judgment by default against the Respondent as requested in the Petition for Dissolution of Marriage, and as more specifically stated in the proposed Final Decree of Dissolution of Marriage attached to this document as Exhibit _____.

Signature

Name (printed)

Address

Telephone number

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT

_____,
Petitioner,

v.

No. _____

_____,
Respondent.

MARITAL SETTLEMENT AGREEMENT

_____ (*Husband's name*) and _____
(*Wife's name*) are married. We agree to this entire agreement. We will each follow this agreement beginning on the day we both sign it. We understand that the judge may make changes to this agreement and that we must comply with any changes made.

I. PROPERTY WE ARE DIVIDING

A. Personal property (*such as clothing, furniture, jewelry, or artwork*). We have agreed how we will divide our property. We have attached a Personal Property List (Attachment A) showing all our property and which of us will receive that property.

(Choose 1 or 2)

☐ 1. Each of us already has possession of all the personal property that we each expect to receive.

(or)

☐ 2. We will make sure that we each have our own property by _____
(date).

B. Real Property (*such as a home, mobile home, condominium, lot, or commercial building*).

(Choose all that apply)

☐ 1. Neither of us has real property.

☐ 2. We have a marital home, which is located at _____ (street address), and we agree to do the following:

(Complete the correct section: a. Keep the home; b. Sell the home; or c. Other plan.)

☐ a. **Keep the home.** We agree that

(Choose i or ii)

☐ i. Husband shall keep the home and be responsible for all debts related to the home.

(or)

☐ ii. Wife shall keep the home and be responsible for all debts related to the home.

The person who keeps the home is called the "homeowner." The other person is called the "moving spouse."

We further agree that

(Choose all that apply)

☐ The amount owed to the moving spouse to buy out that person's interest is \$_____, which is included in the calculation of the Cash Payment, Section III, below.

☐ The homeowner will apply to refinance the debt owed on the home no later than _____ (date).

☐ This is our plan for the homeowner to buy out the moving spouse's interest in the home or to get the moving spouse off of the loan papers:

☐ b. **Sell the home.** We are going to sell the home and divide the money from the sale as follows: _____

While the home is being sold, ☐ Husband (or) ☐ Wife (choose one) will stay in the home.

Until the home sells, we will pay expenses, including mortgage, taxes and

insurance, utility bills, and repairs for the home as follows (*describe who is to pay and how much each person will pay*):

We both will cooperate with the showing of the home and the sale of the home, including signing all paperwork needed in order to sell it and transfer title. Both of us will preserve the home in a reasonable way including the following things:

☐ c. **Other plan.** We have attached a separate sheet with our plan regarding the home.

☐ 3. One or both of us has other real property as set forth in the attached Real Property List (Attachment B), and we have agreed to divide that property as set forth in the attachment. If one party owes the other money for the division of the other real property, that amount should be included in the calculation of the Cash Payment, Section III, below.

C. Bank and investment accounts (*such as checking accounts, savings accounts, stocks, bonds, certificates of deposit, mutual funds, or life insurance policies with cash value*).

(*Choose all that apply*)

☐ We do not have any bank or investment accounts.

☐ Husband has the following bank or investment accounts:

Name of institution

**Last four (4) digits
of account number**

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

☐ Wife has the following bank or investment accounts:

Name of institution

**Last four (4) digits
of account number**

<hr/>	<hr/>
<hr/>	<hr/>

☐ We have the following joint bank or investment accounts:

Name of institution

**Last four (4) digits
of account number**

_____,

which will be closed by _____ (date).

☐ This is our plan for how we will divide our bank or investment accounts:

D. Retirement Plans (such as IRAs, retirement accounts, pension plans, or 401(k) plans).

(Choose all that apply)

☐ Neither of us has a retirement plan.

☐ Husband has the following retirement plan(s):

☐ Wife has the following retirement plan(s):

☐ We will be dividing our retirement plan(s) as follows:

☐ ☐ Husband (or) ☐ Wife shall prepare and submit a Qualified Domestic Relations Order ("QDRO") to the Court by _____ (date).

E. Vehicles (such as cars, trucks, motorcycles, recreational vehicles, boats, tractors, or trailers).

(Choose 1 or 2)

☐ 1. We do not have any vehicles.

(or)

☐ 2. We have vehicles and are dividing them as follows:

Husband will keep the following vehicles and assume any debt relating to each vehicle (*provide the make, model, and year of each vehicle and list the vehicle identification number*):

Vehicle description	Vehicle Identification No.
_____	_____
_____	_____
_____	_____.

Wife will keep the following vehicles and assume any debt relating to each vehicle (*provide the make, model, and year of each vehicle and list the vehicle identification number*):

Vehicle description	Vehicle Identification No.
_____	_____
_____	_____
_____	_____.

Each person listed above as keeping the vehicles will pay for the costs of the vehicles, including insurance. The parties will transfer title by

☐ _____ (date).

(or)

☐ when the vehicle is paid off.

F. Other property (*such as business interests, patents, trademarks, copyrights, royalties, manuscripts, or any other property*).

(Choose 1 or 2)

☐ 1. Neither party has any other property.

(or)

- ☐ 2. One or both parties has the other property listed below, and we have agreed to divide it as follows:

II. DEBTS WE ARE DIVIDING

A. Debt. We attach a Debt List (Attachment C) which lists all of our debts, including mortgages, vehicle payments, taxes, credit cards, student loans, medical debts, judgments, and any other debts we may have. Any debt not listed is the responsibility of the person who created it. Each of us will pay debts we created prior to our marriage, unless we state differently here. Unless we state differently here, a person who takes property (such as a house or car) with a debt associated with it, will take the debt.

(Choose all that apply)

☐ We have no debt from our marriage.

☐ We will pay our debts as listed on Attachment C.

☐ The amount owed from _____ to _____ for the division of the debts is \$_____, which is included in the calculation of the Cash Payment, Section III, below.

B. Credit cards and charge cards. Each of us will turn in and cancel all joint credit cards, or we will have the credit card company take the other person's name off of the account.

C. Taxes. We will share information necessary to correctly file our income tax returns. We will get the help we need to file our taxes.

D. Problem with tax returns. If any of our returns that we filed together are audited or contested, we will meet to decide what to do. If we cannot decide who pays the taxes owed or who gets any refund, we will ask a judge to decide at the time the problem comes up.

E. Legal promise. We understand that if either of us fails to pay the debts we have promised to pay, the other party may end up making that payment. If that happens, the party who should have paid promises to repay the other party, including any other extra costs caused by the failure to pay, such as attorney fees, late fees, and interest charged by the creditor.

III. CASH PAYMENT

(If the parties have agreed that one party should pay money to the other in any of the preceding sections, those amounts should be included in this section.)

In order to settle the division of property and debts, we agree that _____ (name) shall pay _____ (name) the amount of \$ _____ no later than _____ (date). We agree that judgment shall enter in this amount for _____ (name). The statutory interest rate shall apply as provided in Section 56-8-4(A) NMSA 1978.

IV. SPOUSAL SUPPORT

A. We agree to spousal support as follows:

(Choose 1 or 2)

☐ 1. **No spousal support.** Each of us can support ourselves and neither will pay spousal support to the other.

(or)

☐ 2. **Spousal support.** ☐ Husband *(or)* ☐ Wife *(choose one)* will pay spousal support to the other spouse.

a. Spousal support will be paid as follows:

(Choose i or ii)

☐ i. \$ _____ per month on the _____ (date) of each month for _____ (period of time) or until the court says differently.

(or)

☐ ii. This is our other plan:

b. For tax purposes, we will treat spousal support as follows:

(Choose i or ii)

☐ i. The person paying the spousal support will deduct the payments on [his] [her] income tax return. The person receiving the support will

show the support as income on [his] [her] income tax return. The support will end if the person to receive the support dies.

(or)

- ☐ ii. The person paying the spousal support will not deduct the payments on [his] [her] income tax return. The person receiving the support will not include the payment as income on [his] [her] income tax return.

V. OTHER STATEMENTS BY PARTIES

A. Documents. We will each sign the documents we need to divide the property and debts, and each will deliver to the other party all documents related to property and debt awarded to the other.

B. Future issues.

1. Either of us may ask the judge for help if
 - a. one of us does not do what we said in this agreement; or
 - b. we cannot agree on what this agreement says.

We understand that the judge may make one party pay costs such as attorney fees.

2. If we forgot or failed to list any property or debt, we will seek the help we need to divide that property or debt.

C. Final agreement. This is the final and entire agreement of the parties. Neither party is relying on other promises or statements that are not specifically included in this document.

VERIFICATION

When I sign here, I am telling the judge under oath and penalty of perjury:

I have read this agreement and agree with everything in it; I have read the warnings and cautions listed in this agreement;

I have disclosed all assets and debts known to me, and I understand that my spouse is relying on my disclosures;

I have gotten the help I needed before signing this agreement; and this document and the

statements in it are true and correct to the best of my knowledge and belief.

I understand that I can be punished both civilly and criminally if any information in this agreement is false.

Husband's signature

Wife's signature

Mailing address: _____

Mailing address: _____

Telephone: _____

Telephone: _____

STATE OF NEW MEXICO)
COUNTY OF _____) ss.

Acknowledged, signed and sworn to before me this _____ day of _____,
by _____, the husband.

Notary public
My _____ commission expires:
_____.

STATE OF NEW MEXICO)
COUNTY OF _____) ss.

Acknowledged, signed and sworn to before me this _____ day of _____,
by _____, the wife.

Notary public
My _____ commission expires:
_____.

ATTACHMENT A: PERSONAL PROPERTY LIST

(Attach additional pages if needed)

List all items of value to you, such as furniture, household items, electronics, art, jewelry, and tools.

Item	Dollar Value	Will belong to (check box for each item):	
		Husband	Wife

ATTACHMENT B: REAL PROPERTY LIST

(Attach additional pages if needed)

List all homes (other than the marital home), land, or other real property owned by Husband or Wife.

Other Real Property

1. Address/Description of property: _____

We agree to do the following with the property after the divorce:

(Chose all that apply)

_____ Husband will keep the property;

_____ Wife will keep the property;

_____ [] Husband [] Wife shall pay the other spouse \$ _____.

_____ The property will be sold and the proceeds divided as follows:

_____ Other plan:

2. Address/Description of property: _____

We agree to do the following with the property after the divorce:

(Chose all that apply)

_____ Husband will keep the property;

_____ Wife will keep the property;

_____ [] Husband [] Wife shall pay the other spouse \$ _____.

_____ The property will be sold and the proceeds divided as follows:

_____ Other
plan: _____

ATTACHMENT C: DEBT LIST

(Attach additional pages if needed)

(NOTE: This document is a public document. DO NOT list the full account number for any credit card or other loan information that you would not want to make public.)

We understand that this agreement may not bind creditors.

Creditor	Last four (4) numbers on account	Amount owed	Will be paid by (check box):	
			Husband	Wife

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT

_____,
Petitioner,

v.

No.

_____,
Respondent.

CUSTODY PLAN

We, _____ and _____, are the parents of the children listed below. We agree that we are submitting this document as our custody plan and that our plan is in the best interests of the children.

I. IDENTIFICATION AND CONTACT INFORMATION

Parent's name	Physical address and phone number	Place of employment and phone number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Child's name	Year of birth	Age
_____	_____	_____
_____	_____	_____
_____	_____	_____

The parties will advise each other of any change to this contact information within ten (10) days of new information becoming available.

II. CUSTODY OF THE CHILDREN

(Choose either Option A, Sole legal custody, or Option B, Joint legal custody)

☐ A. **Sole legal custody and visitation plan.**
(Complete 1, 2, and 3)

1. _____ (*name of parent with sole custody*) will have sole legal custody of our children. The parent with sole custody will make the important decisions regarding our children.

2. The reason that sole custody is in the best interest of our children is because:

3. We agree to the following visitation plan:

(Choose a, b, or c)

☐ a. There will be **no visitation** until further order of the Court.

(or)

☐ b. _____ (*name of other parent*) will have **unsupervised visitation** with our children as follows: (*Fully describe visitation plan to include who will transport the children and where and when the visitation will occur. Attach additional sheets if necessary.*)

(or)

☐ c. _____ (*name of other parent*) will have **supervised visitation** with our children as follows: (*Fully describe visitation plan to include who will supervise the visitation, who will transport the children and where and when the visitation will occur. Attach additional sheets if necessary.*)

☐ B. **Joint legal custody and parenting plan.**

1. **Important decisions.** We will share joint legal custody of our children and will make important decisions about our children together. No change regarding any of the following will happen unless we both agree to the change in writing or the court changes it:

- a. City and county of residence: _____
- b. Religion: _____
- c. Activities: _____

	Name	Address	and telephone
d. Doctor	_____	_____	_____
e. Dentist	_____	_____	_____
f. School	_____	_____	_____
g. Child care	_____	_____	_____
h. Other	_____	_____	_____

2. ***Solving arguments.*** We will resolve any parenting or time-sharing dispute regarding our children in this way (*steps continue until problem solved*):

- a. Talk together; or
- b. Communicate in writing as follows:
 - i. parent requests change, and gives reasons for the change; and
 - ii. answering parent sends response within ____ days.

If the answering parent does not agree to the change, that parent must say why, and, if possible, make a new proposal.

- c. Take the following steps:
(*check all that apply and number them if there is a particular order*)
 - ☐ _____. Go to couple, family, or other counseling;
 - ☐ _____. Go to mediation with a neutral party;
 - ☐ _____. Other: _____;
 - ☐ _____. Go to court.

3. ***Timesharing schedule.***

(*Complete "Schedule 1" or "Schedule 2" below.*)

☐ **Schedule 1. Same schedule each week or every two weeks.**

(*Set out the time that mother or father will have the children for that day.*)

Week 1	Mother's time	Father's time
Monday	_____	_____
Tuesday	_____	_____
Wednesday	_____	_____
Thursday	_____	_____
Friday	_____	_____
Saturday	_____	_____

Sunday _____

Week 2	Mother's time	Father's time
Monday	_____	_____
Tuesday	_____	_____
Wednesday	_____	_____
Thursday	_____	_____
Friday	_____	_____
Saturday	_____	_____
Sunday	_____	_____

[] **Schedule 2. Write your own schedule.** (*Write your own schedule here or attach a separate sheet or calendar or make additions to Schedule 1.*)

 _____.

4. ***Vacation and holiday plan.***

- a. **Vacations.** We will each have ____ [days] [weeks] (*circle one*) of uninterrupted time with the children each year. We will give each other at least ____ [days] [weeks] (*circle one*) notice of the vacation time. Any dispute will be resolved in the manner agreed to in the "Solving Arguments" section of this parenting plan.
- b. **Holidays.** Regardless of the day of the week, the children will spend:

Holidays:	Even year	Odd year	Times	(if
			<i>split)</i>	
Mother's Day	Mother	Mother		
Father's Day	Father	Father		
Child's Birthday	_____		_____	From

			To _____	
Halloween	_____		_____	From

			To _____	
Thanksgiving break	_____	_____	From _____	
			To _____	
Winter religious holidays	_____	_____	From _____	
			_____	To

1st 1/2 winter break	_____	_____	From _____
			To _____
2nd 1/2 winter break	_____	_____	From _____
			To _____
Spring Break	_____		_____ From

			To _____
July 4th	_____		_____ From

			To _____
Other religious holidays	_____		_____ From

			To _____
Others:	_____		_____ From

			To _____

The Monday of a 3-day weekend due to a school, federal, or state holiday is the same as the Sunday schedule unless we agree differently.

5. ***Details about the timesharing.***

- a. **Communication.** We each may have reasonable communication with the children at all times. Neither of us will unreasonably interfere with the children's communications with the other parent.
- b. **Transfer of children.** Responsibility for transferring the children from one parent to the other will be as follows (*write what you will do here*):

 _____.
- c. **Long-distance transfer of children.** Responsibility for transferring the children from one parent to the other in long-distance arrangements will be as follows (*write down what you will do here*):

 _____.
- d. **Emergencies.** If there is a medical emergency, the parent with the children will try to call the other parent about the emergency. If the other parent cannot be reached, any decision for emergency medical treatment will be made by the available parent in the best interest of the children.

- e. **Changes.** We may ask each other for changes to this schedule. The other parent has the right to say "no." If the other parent says "no," we will not argue or criticize the other parent's decision.
- f. **Review of plan.** We agree to meet [] every year (*or*) [] every ____ years to make sure this plan continues to work well.

VERIFICATION

When I sign here, I am telling the judge under oath and penalty of perjury that I have read this document, that I agree with everything in it, and that the statements in it are true and correct to the best of my knowledge and belief.

Father's signature

Mother's signature

Mailing address: _____

Mailing address: _____

Physical address: _____

Physical address: _____

Telephone: _____

Telephone: _____

STATE OF NEW MEXICO)
COUNTY OF _____) ss

Acknowledged, signed and sworn to before me this ____ day of _____, ____ by _____, the father.

Notary public
My _____ commission expires:
_____.

STATE OF NEW MEXICO)
COUNTY OF _____) ss

Acknowledged, signed and sworn to before me this _____ day of _____, _____ by
_____, the mother.

Notary public
My _____ commission expires:
_____.

Approved by the District Court

Date

District Court Judge

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT

_____,
Petitioner

v.

No. _____

_____,
Respondent.

WAGE WITHHOLDING ORDER
(domestic relations actions)

This matter, having come before the Court for entry of a wage withholding order and the parties having submitted a completed Income Withholding for Support Form, the Court ORDERS:

1. The provisions of the Income Withholding for Support Form, attached as Exhibit A and signed by the Court, are incorporated by reference and adopted in full.
2. Wage withholding shall be implemented as stated in Exhibit A.
3. Exhibit A, which includes personal identifier information that is necessary to include in the record, shall be protected in accordance with Rule 1-079 NMRA if requested to be sealed by the parties.

IT IS SO ORDERED.

Date

District judge

APPROVED:

Mother's signature:

Mailing address:

Telephone:

Father's signature:

Mailing address:

Telephone:

INCOME WITHHOLDING FOR SUPPORT

- ☐ ORIGINAL INCOME WITHHOLDING ORDER/NOTICE FOR SUPPORT (IWO)
☐ AMENDED IWO
☐ ONE-TIME ORDER/NOTICE FOR LUMP SUM PAYMENT
☐ TERMINATION of IWO

Date: _____

☐ Child Support Enforcement (CSE) Agency ☐ Court ☐ Attorney ☐ Private Individual/Entity (Check One)

NOTE: This IWO must be regular on its face. Under certain circumstances you must reject this IWO and return it to the sender (see IWO instructions http://www.acf.hhs.gov/programs/cse/forms/OMB-0970-0154_instructions.pdf). If you receive this document from someone other than a State or Tribal CSE agency or a Court, a copy of the underlying order must be attached.

State/Tribe/Territory _____ Remittance Identifier (include w/payment) _____
City/County/Dist./Tribe _____ Order Identifier _____
Private Individual/Entity _____ CSE Agency Case Identifier _____

Employer/Income Withholder's Name		RE: _____
Employer/Income Withholder's Address		Employee/Obligor's Name (Last, First, Middle)
		Employee/Obligor's Social Security Number
		Custodial Party/Obligee's Name (Last, First, Middle)
Employer/Income Withholder's FEIN _____		
Child(ren)'s Name(s) (Last, First, Middle)	Child(ren)'s Birth Date(s)	
_____	_____	
_____	_____	
_____	_____	
_____	_____	

ORDER INFORMATION: This document is based on the support or withholding order from _____ (State/Tribe). You are required by law to deduct these amounts from the employee/obligor's income until further notice.

\$ _____ Per _____ current child support
\$ _____ Per _____ past-due child support - **Arrears greater than 12 weeks?** ☐ Yes ☐ No
\$ _____ Per _____ current cash medical support
\$ _____ Per _____ past-due cash medical support
\$ _____ Per _____ current spousal support
\$ _____ Per _____ past-due spousal support
\$ _____ Per _____ other (must specify) _____
for a Total Amount to Withhold of \$ _____ per _____

AMOUNTS TO WITHHOLD: You do not have to vary your pay cycle to be in compliance with the *Order Information*. If your pay cycle does not match the ordered payment cycle, withhold one of the following amounts:

\$ _____ per weekly pay period \$ _____ per semimonthly pay period (twice a month)
\$ _____ per biweekly pay period (every two weeks) \$ _____ per monthly pay period
\$ _____ **Lump Sum Payment:** Do not stop any existing IWO unless you receive a termination order.

REMITTANCE INFORMATION: If the employee/obligor's principal place of employment is _____ (State/Tribe), you must begin withholding no later than the first pay period that occurs _____ days after the date of _____. Send payment within _____ working days of the pay date. If you cannot withhold the full amount of support for any or all orders for this employee/obligor, withhold up to _____ % of disposable income for all orders. If the employee/obligor's principal place of employment is not _____ (State/Tribe), obtain withholding limitations, time requirements, and any allowable employer fees at http://www.acf.hhs.gov/programs/cse/newhire/employer/contacts/contact_map.htm for the employee/obligor's principal place of employment.

Document Tracking Identifier _____

OMB 0970-0154

For electronic payment requirements and centralized payment collection and disbursement facility information (State Disbursement Unit [SDU]), see http://www.acf.hhs.gov/programs/cse/newhire/employer/contacts/contact_map.htm.

Include the **Remittance Identifier** with the payment and if necessary this FIPS code: _____

Remit payment to _____ (SDU/Tribal Order Payee)
at _____ (SDU/Tribal Payee Address)

☐ **Return to Sender [Completed by Employer/Income Withholder].** Payment must be directed to an SDU in accordance with 42 USC §666(b)(5) and (b)(6) or Tribal Payee (see Payments to SDU below). If payment is not directed to an SDU/Tribal Payee or this IWO is not regular on its face, you *must* check this box and return the IWO to the sender.

Signature of Judge/Issuing Official (if required by State or Tribal law):

Print Name of Judge/Issuing Official: _____

Title of Judge/Issuing Official: _____

Date of Signature: _____

If the employee/obligor works in a State or for a Tribe that is different from the State or Tribe that issued this order, a copy of this IWO must be provided to the employee/obligor.

☐ If checked, the employer/income withholder must provide a copy of this form to the employee/obligor.

ADDITIONAL INFORMATION FOR EMPLOYERS/INCOME WITHHOLDERS

State-specific contact and withholding information can be found on the Federal Employer Services website located at:
http://www.acf.hhs.gov/programs/cse/newhire/employer/contacts/contact_map.htm

Priority: Withholding for support has priority over any other legal process under State law against the same income (USC 42 §666(b)(7)). If a Federal tax levy is in effect, please notify the sender.

Combining Payments: When remitting payments to an SDU or Tribal CSE agency, you may combine withheld amounts from more than one employee/obligor's income in a single payment. You must, however, separately identify each employee/obligor's portion of the payment.

Payments To SDU: You must send child support payments payable by income withholding to the appropriate SDU or to a Tribal CSE agency. If this IWO instructs you to send a payment to an entity other than an SDU (e.g., payable to the custodial party, court, or attorney), you must check the box above and return this notice to the sender. Exception: If this IWO was sent by a Court, Attorney, or Private Individual/Entity and the initial order was entered before January 1, 1994 or the order was issued by a Tribal CSE agency, you must follow the "Remit payment to" instructions on this form.

Reporting the Pay Date: You must report the pay date when sending the payment. The pay date is the date on which the amount was withheld from the employee/obligor's wages. You must comply with the law of the State (or Tribal law if applicable) of the employee/obligor's principal place of employment regarding time periods within which you must implement the withholding and forward the support payments.

Multiple IWOs: If there is more than one IWO against this employee/obligor and you are unable to fully honor all IWOs due to Federal, State, or Tribal withholding limits, you must honor all IWOs to the greatest extent possible, giving priority to current support before payment of any past-due support. Follow the State or Tribal law/procedure of the employee/obligor's principal place of employment to determine the appropriate allocation method.

Lump Sum Payments: You may be required to notify a State or Tribal CSE agency of upcoming lump sum payments to this employee/obligor such as bonuses, commissions, or severance pay. Contact the sender to determine if you are required to report and/or withhold lump sum payments.

Liability: If you have any doubts about the validity of this IWO, contact the sender. If you fail to withhold income from the employee/obligor's income as the IWO directs, you are liable for both the accumulated amount you should have withheld and any penalties set by State or Tribal law/procedure.

Anti-discrimination: You are subject to a fine determined under State or Tribal law for discharging an employee/obligor from employment, refusing to employ, or taking disciplinary action against an employee/obligor because of this IWO.

Employer's Name: _____ Employer FEIN: _____
Employee/Obligor's Name: _____
CSE Agency Case Identifier: _____ Order Identifier: _____

Withholding Limits: You may not withhold more than the lesser of: 1) the amounts allowed by the Federal Consumer Credit Protection Act (CCPA) (15 U.S.C. 1673(b)); or 2) the amounts allowed by the State or Tribe of the employee/obligor's principal place of employment (see *REMITTANCE INFORMATION*). Disposable income is the net income left after making mandatory deductions such as: State, Federal, local taxes; Social Security taxes; statutory pension contributions; and Medicare taxes. The Federal limit is 50% of the disposable income if the obligor is supporting another family and 60% of the disposable income if the obligor is not supporting another family. However, those limits increase 5% - to 55% and 65% - if the arrears are greater than 12 weeks. If permitted by the State or Tribe, you may deduct a fee for administrative costs. The combined support amount and fee may not exceed the limit indicated in this section.

For Tribal orders, you may not withhold more than the amounts allowed under the law of the issuing Tribe. For Tribal employers/income withholders who receive a State IWO, you may not withhold more than the lesser of the limit set by the law of the jurisdiction in which the employer/income withholder is located or the maximum amount permitted under section 303(d) of the CCPA (15 U.S.C. 1673 (b)).

Depending upon applicable State or Tribal law, you may need to also consider the amounts paid for health care premiums in determining disposable income and applying appropriate withholding limits.

Arrears greater than 12 weeks? If the *Order Information* does not indicate that the arrears are greater than 12 weeks, then the Employer should calculate the CCPA limit using the lower percentage.

Additional Information:

NOTIFICATION OF EMPLOYMENT TERMINATION OR INCOME STATUS: If this employee/obligor never worked for you or you are no longer withholding income for this employee/obligor, an employer must promptly notify the CSE agency and/or the sender by returning this form to the address listed in the Contact Information below:

☐ This person has never worked for this employer nor received periodic income.

☐ This person no longer works for this employer nor receives periodic income.

Please provide the following information for the employee/obligor:

Termination date: _____ Last known phone number: _____

Last known address: _____

Final payment date to SDU/ Tribal Payee: _____ Final payment amount: _____

New employer's name: _____

New employer's address: _____

CONTACT INFORMATION:

To Employer/Income Withholder: If you have any questions, contact _____ (Issuer name)
by phone at _____, by fax at _____, by email or website at _____.

Send termination/income status notice and other correspondence to: _____ (Issuer address).

To Employee/Obligor: If the employee/obligor has questions, contact _____ (Issuer name)
by phone at _____, by fax at _____, by email or website at _____.

IMPORTANT: The person completing this form is advised that the information may be shared with the employee/obligor.

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT

Petitioner,

v.

No. _____

Respondent.

FINAL DECREE OF DISSOLUTION OF MARRIAGE

This matter was brought before the Court to enter a Final Decree of Dissolution of Marriage by

☐ Petitioner and Respondent ("the parties").

(Or)

☐ Petitioner, alone. Respondent, who was properly served with the Petition for Dissolution of Marriage, has failed to answer or otherwise respond within the time permitted by the New Mexico Rules of Civil Procedure.

The following documents are referenced in this decree:

☐ A Marital Settlement Agreement (*select only one*),

☐ signed and filed by the parties, that settles the claims related to their marital relationship;

(or)

☐ attached as Exhibit A, because the parties did not agree on the terms of a Marital Settlement Agreement;

(Select and complete the following options if the parties have children)

☐ A Custody Plan (*select only one*),

☐ signed and filed by the parties, that sets out the custody of their children;

(or)

- ☐ attached as Exhibit _____, because the parties did not agree on the terms of a Custody Plan;
- ☐ A Child Support Obligation, including a child support worksheet (*select only one*),
- ☐ signed and filed by the parties, that sets out the child support for their children;
- (or)
- ☐ attached as Exhibit _____, because the parties did not agree on the terms of a Child Support Obligation.

The Court, having considered the evidence FINDS AND CONCLUDES:

1. The Court has jurisdiction over the subject matter of this action and over
☐ the parties;
☐ and the children (*if applicable*).
2. The parties are incompatible.
3. As to the Marital Settlement Agreement (*select only one*),
☐ The Marital Settlement Agreement filed by the parties is fair and reasonable and should be adopted by the Court. The parties have sworn, under oath, that the Marital Settlement Agreement divides all of their known property and debt, settles their rights and obligations, and is fair and complete.

(Or)
☐ The Court has considered the terms of the proposed Marital Settlement Agreements submitted by the parties, or by Petitioner alone if Respondent is in default, and finds that the attached Marital Settlement Agreement divides all of the parties' known property and debt, settles their rights and obligations, is fair and reasonable, and should be adopted.

(*Select and complete the following findings if applicable*)

- ☐ 4. As to the Custody Plan (*select only one*),
- ☐ The Custody Plan filed by the parties is fair and reasonable and should be adopted by the court. The parties have sworn, under oath, that the Custody

Plan is complete, true, correct, and in the best interests of the children,

(Or)

☐ The Court has considered the terms of the proposed Custody Plans submitted by the parties, or by Petitioner alone if Respondent is in default, and finds that the attached Custody Plan is fair, reasonable, and in the best interests of the children, and should be adopted.

☐ 5. As to the Child Support Obligation (*select only one*),

☐ The Child Support Obligation filed by the parties is fair and reasonable and should be adopted by the Court, including the terms of child support. The parties have sworn, under oath, that the Child Support Obligation is complete, true, correct, and in the best interests of the children.

(Or)

☐ The Court has considered the terms of the proposed Child Support Obligations submitted by the parties, or by Petitioner alone if Respondent is in default, and finds that the attached Child Support Obligation is fair, reasonable, and in the best interests of the children, and should be adopted, including the terms of child support.

☐ 6. Respondent's default has been certified by the Court.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED:

1. The marriage of Petitioner and Respondent is dissolved on the grounds of incompatibility.

2. The parties are ordered to comply with the terms of the Marital Settlement Agreement, which (*select one*)

☐ has been filed with the Court and is incorporated here by reference.

(Or)

☐ is attached and adopted as the order of the Court.

(*Select and complete the following paragraphs if applicable*)

☐ 3. The parties are ordered to comply with the terms of the Custody Plan, which (*select one*)

☐ has been filed with the Court and is incorporated here by reference.

(Or)

☐ is attached and adopted as the order of the Court.

☐ 4. The parties are ordered to comply with the terms of the Child Support Obligation, which (*select one*)

☐ has been filed with the Court and is incorporated here by reference.

(Or)

☐ is attached and adopted as the order of the Court.

☐ 5. ☐ Petitioner (*or*) ☐ Respondent is ordered to pay child support in the amount of \$_____ per month to the other parent.

☐ 6. Legal custody of the children is as follows (*select one*):

☐ The parties have joint legal custody of the children.

(Or)

☐ ☐ Petitioner (*or*) ☐ Respondent has sole legal custody of the children.

☐ 7. The Court has continuing jurisdiction over issues relating to the children of the marriage until the children reach the age of majority as provided by law.

☐ 8. The Court retains jurisdiction to enter QDROs or other orders dividing the retirement plans referenced in the Marital Settlement Agreement.

☐ 9. Judgment in favor of ☐ Petitioner (*or*) ☐ Respondent is awarded in the amount of \$_____, as set forth in Section III of the Marital Settlement Agreement (Cash Payment). The statutory interest rate shall apply as provided in Section 56-8-4(A) NMSA 1978.

☐ 10. ☐ Petitioner's (*or*) ☐ Respondent's name is restored to the former name of _____.

SO ORDERED

District court judge

Petitioner's signature

Respondent's signature (*if applicable*)

Mailing address: _____

Mailing address: _____

Telephone: _____

Telephone: _____

STATE OF NEW MEXICO)

COUNTY OF _____) ss.

Acknowledged, signed and sworn to before me this _____ day of _____, _____
by _____, the petitioner.

Notary public

My commission expires: _____.

STATE OF NEW MEXICO)

COUNTY OF _____) ss.

Acknowledged, signed and sworn to before me this _____ day of _____, _____
by _____, the respondent.

Notary public

My commission expires: _____.